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2/22/11 10:29:41  
DK P BK 142 PG 564  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

WHEN RECORDED RETURN TO:  
OLD REPUBLIC TITLE  
ATTN: POST CLOSING  
580 SOUTH MAIN STREET  
SUITE 1031  
AKRON, OH 44311

This Instrument Prepared By:  
Matthew W. Barnes, Esq.  
Burr & Forman LLP  
420 North 20th Street  
Wachovia Tower, Suite 3400  
Birmingham, AL 35203  
205-458-5120  
~~After Recording Return To:~~  
~~Stewart Title Guaranty Company~~  
~~National Title Services~~  
~~1980 Post Oak Blvd., Ste. 610~~  
~~Houston, TX 77056~~

Indexing Instructions:  
SW1/4 of NE1/4, Sec.33, T2S-R9W

Cross reference to:  
Book 85, Page 277

Parcel Id:  
209833000 0000400

STATE OF MISSISSIPPI )  
COUNTY OF DESOTA )

ASSIGNMENT OF LEASE

This Assignment of Lease (this "Agreement") is made effective as of December 28, 2010, by among **LINDA FAY DYE, RETA RENAY DYE (a/k/a Reddie Rena Dye), CELESTINE DYE and PATRICIA L. WARDLAW (f/k/a Patricia Lynn Dye)**, each a resident of the State of Mississippi, having a mailing address of 9510 Green River Rd., Cormorant, MS 38641, and a telephone number of (901) 546-4642 ("Assignor") and **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company, with its national headquarters located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 and a telephone number of (724) 416-2339 ("Assignee").

WHEREAS, Assignor is the landlord under that certain Land Lease Agreement dated May 8, 2000 originally by and between Detroit McGowan, Linda Fay Dye, Reta Renay Dye and Patricia Lynn Dye ("Original Lessors"), as lessor, and Tower Ventures, as lessee (as amended or assigned, the "Tenant Lease").

WHEREAS, a memorandum of the Tenant Lease was recorded on May 11, 2000 in Book 85, Page 277 in the Office of the Chancery Clerk of DeSoto County, Mississippi

WHEREAS, Detroit McGowan is deceased and the other Original Lessors succeeded to his interest in and to the Lease; and

WHEREAS, the Assignor has agreed to transfer and assign the Tenant Lease to the Assignee.

01-11067438-03E

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NOW, THEREFORE, in consideration of the premises, and the mutual covenants hereinafter to be kept faithfully by the parties hereto, the parties hereto agree as follows:

1. **Assignment.** The Assignor does hereby transfer, sell, convey and assign the Tenant Lease unto the Assignee including all security deposits, damage deposits, and other tenant deposits ("Security Deposits"), if any, and the right to collect rentals thereunder becoming due on or after the date of this Assignment of Lease. Assignee agrees to account to Assignor for the collection of any rents delinquent on the date of this Assignment of Lease, but Assignee shall not be required to take affirmative action to collect such delinquent rates, if any. All rents collected shall be applied first to current rent, and any excess shall be applied to delinquent rent, if any. Assignor specifically reserves the right to collect any rental delinquent as of the date hereof and in connection therewith, may enter the premises during business hours for the purpose of direct communication with such tenants whose rent is delinquent.
2. **Assumption.** The Assignee hereby assumes all of the obligations of the Assignor as landlord under the Tenant Lease accruing subsequent to the date hereof, including, specifically, the obligation to account to all tenants for Security Deposits, if any, paid by such tenant to the Assignor, and the Assignee does hereby indemnify and hold the Assignor harmless from and against any and all such liabilities, claims or causes of action arising after the date hereof in connection with the Tenant Lease.
3. **Miscellaneous.**
  - (a) **Amendments.** No amendment, modification or cancellation of this Agreement shall be valid unless in writing and signed by all the parties hereto.
  - (b) **Headings.** The Paragraph and Subparagraph headings hereof are inserted for convenience and reference only and shall not alter, define, or be used in construing the text of such Paragraphs or Subparagraphs.
  - (c) **Meaning of Particular Terms.** Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Assignor" and "Assignee" shall include their respective heirs, personal representatives, successors and assigns.
  - (d) **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Mississippi.
  - (e) **Invalidity of Particular Provisions.** If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions hereof shall nevertheless remain effective and shall be enforced to the fullest extent permitted by applicable law, and in lieu of such illegal or unenforceable provisions there shall be added automatically as part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable.
  - (f) **No Delay or Waiver.** No delay on the part of the Assignee in exercising any right hereunder or any failure to exercise the same shall operate as a waiver of such right; nor in any event shall any

modification or waiver of the provisions hereof be effective unless in writing; nor shall any such waiver be applicable except in the specific instance for which given.

(g) Execution in Counterparts. This Agreement may be executed, acknowledged and delivered in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(h) Entire Agreement. No oral understandings or agreements exist between the parties, all of which oral understandings or agreements are merged herein and of no further force and effect.

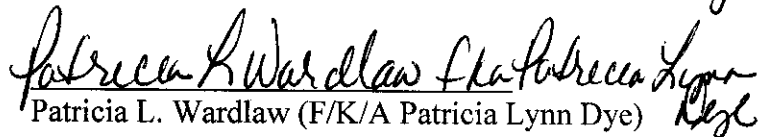
IN WITNESS WHEREOF, the undersigned have executed this Assignment of Lease as of the date first written above.

**ASSIGNOR:**

  
Linda Fay Dye

Reta Renay Dye (a/k/a Reenie Rena Dye)


  
Celestine Dye

  
Patricia L. Wardlaw (F/K/A Patricia Lynn Dye)

STATE OF MISSISSIPPI )  
Desoto COUNTY )

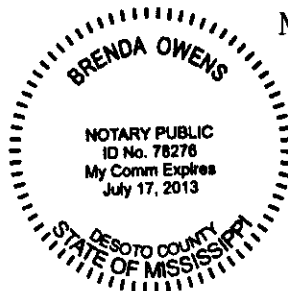
Personally appeared before me, the undersigned authority, in and for the said county and state, on this 27<sup>th</sup> day of December, 2010, within my jurisdiction, the within named Linda Fay Dye, who acknowledged that she executed the above and foregoing instrument as her voluntary act and deed.

Given under my hand and seal on the day and year last written above.

  
Brenda Owens, Notary Public, Desoto, MS  
Notary Public  
My Commission Expires: July 17<sup>th</sup>, 2013

[NOTARIAL SEAL]

STATE OF MISSISSIPPI )  
Desoto COUNTY )



Personally appeared before me, the undersigned authority, in and for the said county and

state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, within my jurisdiction, the within named Reta Renay Dye, who acknowledged that she executed the above and foregoing instrument as her voluntary act and deed.

Given under my hand and seal on the day and year last written above.

[NOTARIAL SEAL]

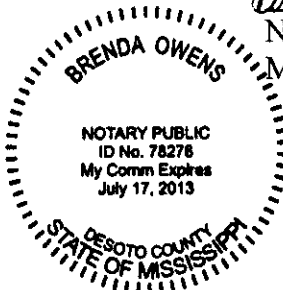
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI )  
 )  
Desoto COUNTY )

Personally appeared before me, the undersigned authority, in and for the said county and state, on this 27<sup>th</sup> day of December, 2010, within my jurisdiction, the within named Patricia L. Wardlaw <sup>Attorney in Fact for</sup> Celestine Dye, who acknowledged that she executed the above and foregoing instrument as her voluntary act and deed.

Given under my hand and seal on the day and year last written above.

[NOTARIAL SEAL]



Brenda Owens, Notary Public, Desoto, MS  
Notary Public  
My Commission Expires: July 17<sup>th</sup>, 2013

STATE OF MISSISSIPPI )  
 )  
Desoto COUNTY )

Personally appeared before me, the undersigned authority, in and for the said county and state, on this 27<sup>th</sup> day of December, 2010, within my jurisdiction, the within named Patricia L. Wardlaw (F/K/A Patricia Lynn Dye), who acknowledged that she executed the above and foregoing instrument as her voluntary act and deed.

Given under my hand and seal on the day and year last written above.

[NOTARIAL SEAL]



Brenda Owens, Notary Public, Desoto, MS  
Notary Public  
My Commission Expires: July 17<sup>th</sup>, 2013

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Lease as of the date first written above.

ASSIGNOR:

\_\_\_\_\_  
Linda Fay Dye

Reta Renay Dye (a/k/a RRD)  
Reta Renay Dye (a/k/a Reddie Rana Dye)  
Reddie Rana Dye

\_\_\_\_\_  
Celestine Dye

\_\_\_\_\_  
Patricia L. Wardlaw (F/K/A Patricia Lynn Dye)

~~STATE OF MISSISSIPPI )  
 )  
\_\_\_\_ COUNTY )~~

~~Personally appeared before me, the undersigned authority, in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2010, within my jurisdiction, the within named Linda Fay Dye, who acknowledged that she executed the above and foregoing instrument as her voluntary act and deed.~~

~~Given under my hand and seal on the day and year last written above.~~

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

~~STATE OF MISSISSIPPI )  
 )  
Dallas COUNTY )~~  
Texas (seal)

Personally appeared before me, the undersigned authority, in and for the said county and

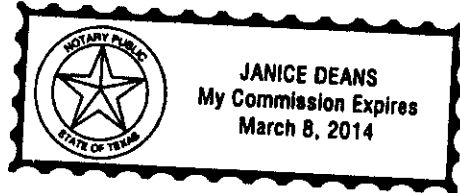
state, on this 28<sup>th</sup> day of December, 2010, within my jurisdiction, the within named Reta Renay Dye, who acknowledged that she executed the above and foregoing instrument as her voluntary act and deed.

Given under my hand and seal on the day and year last written above.

[NOTARIAL SEAL]

Janice Deans  
Notary Public  
My Commission Expires: 3/8/2014

STATE OF MISSISSIPPI )  
 )  
 \_\_\_\_\_ COUNTY )



Personally appeared before me, the undersigned authority, in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, within my jurisdiction, the within named Celestine Dye, who acknowledged that she executed the above and foregoing instrument as her voluntary act and deed.

Given under my hand and seal on the day and year last written above.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI )  
 )  
 \_\_\_\_\_ COUNTY )

Personally appeared before me, the undersigned authority, in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, within my jurisdiction, the within named Patricia L. Wardlaw (F/K/A Patricia Lynn Dye), who acknowledged that she executed the above and foregoing instrument as her voluntary act and deed.

Given under my hand and seal on the day and year last written above.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**ASSIGNEE:**

**GLOBAL SIGNAL ACQUISITIONS IV LLC,**  
a Delaware limited liability company

By: *Tracy Van Swol*  
Name: \_\_\_\_\_  
Title: Tracy Van Swol  
Real Estate Transaction Manager

STATE OF Texas )  
 )  
Harris COUNTY )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of December, 2010, within my jurisdiction, the within named Tracy Van Swol, who acknowledged that he/she is RET Manager of **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal on the day and year last written above.

[NOTARIAL SEAL]



*Jesahuel Trujillo*  
Notary Public  
My Commission Expires: 12-10-2012